



BRUHAT BANGALORE MAHANAGAR PALIKE

TERMS OF REFERENCE

FOR

“Consultancy services for Construction & Widening of Alternate route to Abbiere Main road from Major Sandeep Unnikrishnan road in Ward no.11”

Sl.No	Name of the Work	Length in Kms
1	Construction & Widening of Alternate route to Abbiere Main road from Major Sandeep Unnikrishnan road in Ward no.11	1.00
Total		1.0
Note: The project cost of above road work in Rs. 200.00 lakhs		

**EXECUTIVE ENGINEER,
PROJETS DIVISION(YELAHANKA)
BRUHAT BANGALORE MAHANAGAR PALIKE.
N.R.SQUARE, BANGALORE - 560002**

Executive Engineer (Projects-Y)



TERMS OF REFERENCE

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TERMS OF REFERENCE

1. **BACKGROUND :** Bruhat Bangalore Mahanagara Palike (BBMP), "the client" is desirous of obtaining the consultancy services for the "Consultancy services for Construction & Widening of Alternate route to Abbiere Main road from Major Sandeep Unnikrishnan road in Ward no.11" pertains to Executive Engineer, Projects(Yelahanka) Division.

The objectives and description of the services are:

- Supervise and manage the construction works to ensure their compliance with the terms and conditions of contract agreement, specifications and their completion on time.

2. **DESCRIPTION OF ASSIGNMENT:** The Consultant's services shall consist of construction Supervision of Works, quality control and project management.

3. **DETAILED SCOPE OF SERVICES OF CONSTRUCTION SUPERVISION AND MANAGEMENT SERVICES**

3.1 Scope of Work

The Consultant shall perform the principal services outlined below as a part of responsibility for the supervision of the works. They shall provide the qualified professional staff with relevant experience to carry out the assignment. The Services will include but not be limited to the following:

- a) Represent the interest of the BBMP vis-à-vis the Contractor in any manner related to the construction contract and the proper execution thereof.
- b) Review and recommend for approval the Contractor's work schedule or revisions thereto and any such plans or programmes that the Contractor is obliged to furnish for approval. The Consultant shall also prepare and submit a disbursement schedule for approval.
- c) Assess the adequacy of all inputs such as materials and labours provided by the Contractor and his methods of work in relation to the required rate of progress and when required, take appropriate action in order to expedite progress. Keep and regularly update a list of the Contractor's equipment (and its condition) to ensure compliance with the Contractor's commitment in his bid.
- d) Inspect and evaluate all Contractor's installations, shops and warehouses and other accommodation to ensure compliance with the terms and conditions of contract.
- e) Examine and make recommendations on all claims from the Contractor for extension of time, extra compensation, work or expenses or other similar matters.
- f) Compute quantities of approved and accepted work and materials and check, certify and make recommendations on the Contractor's Running Bills and final payment certificates. All payments shall be checked and countersigned by the Consultant. All Bills for payment shall accompany with necessary Quality control test reports as per MORT&H.
- g) Prepare and submit weekly/monthly reports on the progress of works, the Contractor's performance, quality of works and the project's financial status and forecasts.

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- h) Propose and present for the approval any changes in the Contract Documents that may be deemed necessary for the completion of works including information on any effect the changes may have on the contract amount and the time of completion of the project, and prepare all specifications and other details.
- i) Provide legal advice on possible Contractor's claims.
- j) Inform on problems or potential problems, which arise in connection with the works contract and make recommendations for possible solutions.
- k) Maintain representatives at the site in such manner that adequate supervision of construction works is ascertained at all times when the Contractor is working. Maintain representative at the Batching Plant in such a manner that adequate quality control of material, mix, Design and is ascertained at all times when the contractor is working and also more than one contractor is working in the package.
- l) Provide timely assistance and direction to the Contractor in all matters related to the interpretation of the Contract Documents, ground survey controls, quality control testing and other matters related to contract compliance and progress of the project.
- m) **Organise the supervision of the works with proper allocation of responsibilities to the individual inspectors and also atleast one Engineer staff must be present at the plant to ensure the proper quality of the mix as per relevant standards and atleast two (2) engineering staff must be present at the site during the execution of the work, to supervise the work to ensure effective execution. The presence of these staff's shall be certified by the Engineer in charge of the work and shall be submitted along with other reports.**
- n) Prepare and maintain inspection and Engineering reports and records to adequately document the progress and performance of the works.
- o) Review and approve the Contractor's working drawings, and drawings for temporary works.
- p) Assure the receipts of, and maintain as permanent records, all warrants required under the terms of the Contract Documents for materials and equipment accepted and incorporated in the project. All local materials incorporated in their source are also to be approved and as-built drawings to be prepared for all works by the contractor
- q) Organise and operate a materials laboratory on the basis of the provisions in the work contract and perform all laboratory and field testing of materials and products needed to assure that the quality as specified in the contract documents is attained
- r) Inspect the safety aspects of the construction and temporary works to ensure that reasonable measures have been taken to protect life and property.
- s) Before the issuance of the certificate of provisional acceptance, the Consultant shall carry out the necessary inspection, specify and supervise any remedial works to be carried out and recommend upon completion the inspection with representatives of the Contracting Authority and assist in issuing the certificate of substantial completion.
- t) Perform all other tasks not specifically mentioned above but which are necessary, and essential to successfully supervise and control all construction activities in accordance with the terms of reference of the works contract.
- u) Render services as project management consultant also to plan and for timely completion the project. The consultant shall examine the actual progress achieved vis-à-vis, the accepted programme on

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regular basis. If any shortfall is noticed, the consultant shall study the reasons for such shortfall with specific reference to the inadequacies in deployment of men, material and machinery at the site. The consultant shall bring to the notice of the contractor to provide adequate men, material and machinery that are absolutely essential to wipe off the accumulated shortfall over a reasonable time frame and also to prevent such occurrences of shortfall in future.

- v) Provide BBMP with all details of progress achieved vis-à-vis, the accepted programme on regular basis. If there are repeated slippages between the actual progress and programme notwithstanding the action taken by the consultant as stipulated in clause 7.1(sl), the consultant shall report to BBMP with all the facts and figures including reasons for such repeated slippages in progress. The consultant shall assist BBMP in issuing notices to the contractor for wiping off the accumulated shortfall within a reasonable time frame. The consultant shall also work out the penalties impossible as per the agreement and intimate to BBMP for taking necessary action.
- w) To submit the test report conducted on construction materials and at site during execution of the work and after completion of the work like field test of concrete at Batching Plant and at site to ascertain strength of concrete compactness of concrete and steel reinforcements and other tests required for concrete and steel as per IS.

3.2 Actions requiring specific approval of BBMP

The Consultant will be required to obtain the specific approval of BBMP before taking any of the following actions:

- a) approving subcontracting of any parts of the Works,
- b) certifying additional cost,
- c) determining an extension of time,
- d) issuing a variation order,
- e) Recommendation for variation in work quantities, fixing rates or prices.

3.3 Liaison Meetings

Liaison meetings shall be held between the BBMP and the Contractor at weekly intervals. The meetings would be attended by members of the supervision staff as necessary and would have the objective of expanding on the contents of the progress reports, discussing any problems and financial matters.

4.0 Reports, Time Schedule and Payment Schedule

4.1.1 Contract Schedule

The Project Construction Period stipulated is Six (6) months. However the consultancy services for Project Management and Construction supervision may be required for a period of 9 months or till completion of the work.

4.1.2 Schedule of Reports

The Consultant shall prepare and submit four (4) copies to BBMP of each of the following reports and documents in English:

- | | | | |
|----|--------------------------|---|--|
| a) | Inception Report and QAP | - | within 7 days after mobilisation |
| b) | Monthly Progress Reports | - | By the 5th of the each month |
| c) | Final Report | - | One week after completion of the works (provisional acceptance). |
| d) | Q.A. Report | - | Along with the R.A.Bills |

4.1.3 Contents of Reports

a. Inception Report

The Inception Report shall cover the following:

- Reviewing Contractor's mobilisation and work plan.
- Setting out Guidelines for Administering, Monitoring and evaluating project progress.

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- Mode of co-operation with the BBMP, the concerned E.E and any other related organisation(s).
- Quality Assurance Programme.
- Plant inspection and report.
- Pre-execution material testing reports

b. Monthly Progress Reports

Monthly Progress Report summarizing activities and work progress achieved in the last months will be submitted in lieu of the weekly progress report for that week.

c. Final Report

On completion of the Project, the Consultant shall prepare a final report which will form a comprehensive record of the construction works including any changes or modification of designs, problems encountered and solutions recommended operational procedures, expenses and variations.

All reports and documents relevant to the services, maps, field survey notes, computer programmes, etc. shall become the property of the BBMP. The Consultant shall provide one reproducible copy each of constructional and as-built drawings.

4.1.4 Payment Schedule:

The total consultancy fee payable will be paid in 6 equal instalments. The first 3 instalments will be paid during the construction period on submission of monthly reports and attendance extract of the consultant's personnel. 4th instalment will be paid after satisfactory completion of the work, 5th instalment will be paid after defects liability period & after submission of inspection report and 6th instalment will be paid after completion of further maintenance period of 1 year & after submission of inspection report.

5.0 Services during the Defects Liabilities / Maintenance Period

During this period, the Consultant shall undertake the following:

- a) Inspection of roads periodically and report to the BBMP regarding status/defects observations in the road and any maintenance works to be carried out by the contractor.
- b) Inspection of works prior to the expiry of the Contractor's defects liability /Maintenance period, preparation of a final deficiency list if required, supervision of remedial works and recommendation to BBMP as to the date of the Final Inspection of Works.
- c) Carrying out Final Inspection of Works together with representatives of the BBMP and the Contractor.
- d) Preparation and issuance of the Defects Liability Certificate.
- e) Preparation of Final Payment Certificate.

6.0 Key Professionals for the required Services

Key personnel for the services shall consist of

- (1) Resident Engineer (Team Leader) cum Senior Highway Engineer, - 1 No.
- (2) Senior Materials / QC Engineer, - 1 No.

6.1 The minimum requirement for supporting staff for the services is as follows:

1. Quality Control Engineer - 1 No.
2. Quantity Surveyor - 1 No.
3. Site Engineers (Highways) - 2 Nos.
4. Lab Technicians - 1 Nos.

The minimum required experience and qualification are as per Clause 2.1 of Data sheet.

The services of these key personnel / supporting staff shall be available full time during the entire period of project construction.

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SECTION VI: CONTRACT FOR CONSULTANT'S SERVICES

between

[Name of Client]

and

[Name of Consultants]

Dated :

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I. FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the _____ day of the month of _____, 200____, between, on the one hand, _____ (hereinafter called the "Client") and, on the other hand, _____ (hereinafter called the "Consultants").

[*Note: If the Consultants consist of more than one entity, the above should be partially amended to read as follows:

_____ (hereinafter called the "Client") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultants' obligations under this Contract, namely, _____ and _____ (hereinafter called the "Consultants.")"]

WHEREAS

- (a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract (hereinafter called "GC");
 - (b) The Special Conditions of contract (hereinafter called "SC");
 - (c) The following Appendices:

Appendix A:	Description of the Services	_____
Appendix B:	Reporting Requirements	Not Used
Appendix C:	Key Personnel and Sub-consultants	_____
Appendix D:	Services and Facilities to be provided by the Client	Not Used
Appendix E:	Breakdown of Contract Price	_____
Appendix F:	Form of Guarantee for Advance Payments	_____
2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:
 - (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.



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IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF
[NAME OF CLIENT]

By
(Authorized Representative)

FOR AND ON BEHALF OF
[NAME OF CONSULTANT]

By
(Authorized Representative)

[Note: If the Consultants consist of more than one entity, all of these entities should appear as signatories, e.g., in the following manner:]

FOR AND ON BEHALF OF EACH OF
THE MEMBERS OF THE CONSULTANTS

[Name of Member]

By
(Authorized Representative)

[Name of Member]

By
(Authorized Representative)

etc.

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II. GENERAL CONDITIONS OF CONTRACT

I. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1
- (d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (e) "GC" means these General Conditions of Contract;
- (f) "Government" means the Government of Karnataka;
- (g) "Local currency" means Indian Rupee;
- (h) "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; 'Member in Charge' means the entity specified in the SC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract.
- (i) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;
- (j) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; and 'key personnel' means the personnel referred to in Clause GC4.2 (a)
- (k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- (l) "Services" means the work to be performed by the Consultants pursuant to this Contract as described in Appendix A; and
- (m) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.
- (n) "Third party" means any person or entity other than the Government, the Client, the Consultants, or a Sub-consultant.

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1.2 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SC.

1.7 Taxes and Duties

The Consultants, Sub-consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification and termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

2.2 Commencement of Services

The Consultants shall begin carrying out the Services within seven (7) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 Modification

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Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

25 Force Majeure

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

26 Suspension:

The Client may by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

27 Termination

2.7.1 By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (e):

- (a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;
- (b) if the Consultants (or any of their Members) become insolvent or bankrupt;

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- (c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of BBMP, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive BBMP of the benefits of free and open competition.

- (e) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2 By the Consultants

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

- (a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
- (b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;
- (c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.7.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause GC 2.7, or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except:

- (i) such rights and obligations as may have accrued on the date of termination or expiration;
- (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof;
- (iii) any right which a Party may have under the Applicable Law.

2.7.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner

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disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4 Prohibition of Conflicting Activities

Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or
- (b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4 Insurance to Be Taken out by the Consultants

The Consultants (a) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultants' Actions Requiring Client's Prior Approval

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract;
- (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub-consultants"), and
- (c) any other action that may be specified in the SC.

3.6 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Consultants to Be the Property of the Client

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultants in accordance with Clause 3.6 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may

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retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8 Equipment and Materials Furnished by the Client

Equipment and materials made available to the Consultants by the Client or purchased by the Consultants with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value.

4 Consultants' Personnel and Sub-Consultants

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The Key Personnel and Sub-consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5 Obligations of the Client

5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

- (a) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- (b) assist the Consultants and the Personnel and any Sub-consultants employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;
- (c) provide to the Consultants, Sub-consultants and Personnel any such other assistance as may be specified in the SC.



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Access to Land

The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultants and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultants or any Sub-consultant or the Personnel of either of them.

Services, Facilities and Property of the Client

The Client shall make available to the Consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause GC 6.1(c) hereinafter.

Payment

In consideration of the Services performed by the Consultants under this Contract, the Client shall make to the Consultants such payments and in such manner as is provided by Clause GC 6 of this Contract.

Payments to the Consultants

Cost Estimates; Ceiling Amount

- (a) An estimate of the cost of the Services payable in local is set forth in Appendix E.
- (b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the ceilings specified in the SC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.
- (c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to clauses GC 5.3, 5.4 hereof, the Parties shall agree that additional payments, shall be made to the Consultants in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

Remuneration and Reimbursable Expenditures

- (a) Subject to the ceilings specified in Clause GC 6.1(b) hereof, the Client shall pay to the Consultants (i) remuneration as set forth in Clause GC 6.2(b), and (ii) reimbursable expenditures as set forth in Clause GC 6.2(c). If specified in the SC, said remuneration shall be subject to price adjustment as specified in the SC.
- (b) Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GC 2.3 and Clause SC 2.3 (or such other date as the Parties shall agree in writing) at the rates referred to, and subject to such additional provisions as are set forth, in the SC.
- (c) Reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services, as specified in Clause SC 6.2(c).

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Currency of Payment

All payments (Remuneration and Reimbursable) shall be made in Indian Rupees

Mode of Billing and Payment

Billing and payments in respect of the Services shall be made as follows:

- (a) The Client shall cause to be paid to the Consultants an advance payment as specified in the SC, and as otherwise set forth below. The advance payment will be due after provision by the Consultants to the Client of a bank guarantee by a bank acceptable to the Client in an amount specified in the SC, such bank guarantee (i) to remain effective until the advance payment has been fully set off as provided in the SC, and (ii) to be in the form set forth in Appendix F hereto or in such other form as the Client shall have approved in writing.
- (b) As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, the Consultants shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials (wherever the reimbursable expenditure is as per actual), of the amounts payable pursuant to Clauses GC 6.3 and 6.4 for such month. Each monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.
- (c) The Client shall cause the payment of the Consultants within sixty (60) days after the receipt by the Client of bills with supporting documents (if required). Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Client may add or subtract the difference from any subsequent payments. Interest at the rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on, such due date.
- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90)-day period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.
- (e) All payments under this Contract shall be made to the account of the Consultants specified in the SC.

7. Settlement of Disputes**7.1 Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

CONSULTANT



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III. SPECIAL CONDITIONS OF CONTRACT

Number of
GC Clause * Amendments of, and Supplements to, Clauses in the General
Conditions of Contract

[1.1 (h) The Member in Charge is Engineer – in – Charge

[1.4.1 The addresses are:

Client	:	COMMISSIONER., BBMP Represented by the Executive Engineer Projects (Yelahanka) Division., BBMP N.R.Square., Banaglore
Tele	:	
E-mail	:	
Consultants	:	_____
	:	_____
	:	_____
Attention	:	_____
Telex	:	_____
Facsimile	:	_____
E-mail	:	_____

[Note¹: Fill in the blanks]

[1.4.2 Notice shall be deemed to be effective as follows:

- (a) in the case of personal delivery or registered mail, on delivery;
- (b) in the case of telexes/e-mail, 24 hours following confirmed transmission;
- (c) in the case of telegrams, 24 hours following confirmed transmission; and
- (d) in the case of facsimiles, 24 hours following confirmed transmission.]

[1.6 The Authorized Representatives are:

For the Client	:	Executive Engineer, Projects (Yelahanka) Division BBMP, Bangalore
For the Consultant	:	_____

[Note: Fill in the blanks]

[1.7.1 The consultants and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

[1.7.2 However the Consultancy Services tax payable for this Consultancy Services shall be paid/ reimbursed by the Client separately.]



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2.1] The date on which this Contract shall come into effect is: Date of signing of Agreement or Letter of Award whichever is earlier.

2.2] The Consultants shall begin carrying out the Services from the date of Letter of Award of contract

2.3] The period shall be Six Months or till completion of the work
2.4] The risks and the coverage shall be:

- (1) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub consultants or their Personnel, for the period of Consultancy;
- (2) Third Party liability insurance, with a minimum coverage for Rs. ____ for the period of Consultancy;
- (3) Client's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;
- (4) Professional liability insurance, with a minimum coverage equal to total contract value for this consultancy; and
- (5) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.
[Note: Fill in the blanks and delete what is not applicable]

3.7] The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.]

5.1] Note: List here any changes or additions to Clause GC5.1 If there are no such changes or additions, delete this Clause SC5.1 from the SC.]

6.2] The amount of Contract is Rs. _____

6.4] The account is: _____]

Payments shall be made according to the following schedule:

Note: (a) The following installments are indicative only; (b) if applicable, detail further the nature of the report evidencing performance, as may be required.

The total consultancy fee payable will be paid in 6 equal installments. The first 3 installments will be paid during the construction period on submission of monthly reports and attendance extract of the consultant's personnel. 4th installment will be paid after satisfactory completion of the work, 5th installment will be paid after defects liability period & after submission of inspection report and 6th installment will be paid after completion of further maintenance period of 1 year & after submission of inspection report.

6.5] Payment shall be made within 60 days of the invoice and the relevant documents specified in Clause 6.4, and within 90 days in the case of the final payment.

6.6] If any disputes or difference of any kind whatsoever were to arise between the Executive Engineer and the Consultants, subject to other form of settlement hereafter provided the Bruhat Bangalore Mahanagara Palike Commissioner's decision in respect of every disputes or difference so referred shall be final and binding upon the Consultant.

CONSULTANT



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Disputes shall be settled by arbitration in accordance with the following provisions.

Selection of Arbitrators

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:

- (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Institution of Engineers India*, New Delhi, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the President, Institution of Engineers India*, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.
- (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.
- (c) If in a dispute subject to Clause SC 7.2.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for the dispute.

Rules of Procedure

Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation act 1996, of India.

Substitute Arbitrators

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

Qualifications of Arbitrators

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 7.2.1 hereof shall be a nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

Miscellaneous

In any arbitration proceeding hereunder:

- (a) Proceedings shall, unless otherwise agreed by the Parties, be held in Bangalore.
- (b) The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

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Earnest Money Deposit:

- Proposals must be accompanied by **Earnest Money Deposit of Rs. /- ()** which shall be paid online through e – Procurement Portal using any of the following **Payment Modes: Credit Card, Direct Debit, National Electronic Fund Transfer (NEFT), Over the Counter (OTC).**

- The Tenderer shall furnish, as part of his tender, Earnest Money Deposit (EMD) in the amount as mentioned in IFT for this particular Work. This Earnest Money Deposit can be paid in the e – procurement portal using any of the following modes.

- Credit Card.
- Direct Debit.
- National Electronic Fund Transfer (NEFT).
- Over the Counter (OTC).

NEFT Payment Procedure

If a Tenderer chooses to make Payment of EMD / Tender Processing Fee using Reserve Bank of India's (RBI) National Electronic Fund Transfer (NEFT) System, the Tenderer will need to log into e – Procurement System, access the Tender for which Bid is being created and then select the NEFT Option under the Payment Section and print the Challan shown in that Section. The Printed Challan will have the Unique Bid Reference Number, Account Details of Government of Karnataka and the Amount to be remitted. The Tenderer shall submit the Printed Challan to its Bank Branch (NEFT enabled) and request for an Account – to – Account Transfer, wherein the money will get transferred from the Tenderer's Bank Account to BBMP's Bank Account. The Tenderer shall ensure that NEFT Transfer Instructions are executed and the Funds are wired to the Government of Karnataka's Principal Account before the Last Date for Bid Submission and preferably 24 hours before the Last Date for Bid Submission. If the Tenderer's Bank transfers / wires the money after the Last Date for Bid Submission, the Tenderer's Bid will be liable for rejection. Upon executing the Transfer, the Tenderer's Bank will provide a Reference Number generated by NEFT Software as Confirmation of Transfer, which has to be input by the Tenderer in the Payment Section of its Bid as Payment Confirmation before the Bid is submitted i.e. as a pre requisite for Bid Submission. The Account Number from which the Funds were transferred shall be input in the e – Procurement System as part of its Bid also.

OTC Payment Procedure

If a Tenderer chooses to make Payment of EMD / Tender Processing Fees Over The Counter (OTC) in any of the designated Axis Bank Branches listed in the e – Procurement Website (www.eproc.karnataka.gov.in), the Tenderer will need to log into e – Procurement System, access the Tender for which Bid is being created and then select the OTC Option under the Payment Section and print the Challan shown in that Section. The Printed Challan will have the Unique Bid Reference Number and the Amount to be remitted along with the Challan. The Tenderer can choose to make the Payment either in the form of Cash or in the form of Demand Draft. Cheque Payments will not be accepted. The Tenderer is requested to specifically inform the Bank Officer to input the Unique Bid Reference Number printed in the Challan in the Banking Software. Upon successful Receipt of the Payment, the Bank will provide a 16 Digit Reference Number acknowledging the Receipt of Payment. This 16 Digit Reference Number has to be input by the Tenderer in the Payment Section of its Bid as Payment Confirmation before the Bid is submitted i.e. as a pre requisite for Bid Submission.

- EMD Amount shall be submitted by the Tenderer taking into account of the following Conditions.
- a. EMD will be accepted only in the form of Electronic Cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Government's Central Pooling Account at Axis Bank until the Work is awarded.
 - b. The entire EMD Amount for a Particular Tender shall be paid in a Single Transaction. The Tenderer's

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Bid will be evaluated only on Confirmation of Receipt of the Payment of EMD.

- 8.4 Any Tender not accompanied by an acceptable EMD and not secured and shall be rejected by the Employer as Non Responsive.
- 8.5 The Earnest Money Deposit of the Unsuccessful Tenderers will be returned within 30 days of the end of the Tender Validity Period.
- 8.6 The Earnest Money Deposit of the Successful Tenderer will be discharged only when the Tenderer has signed the Agreement and furnished the required Performance Security
- 8.7 The Earnest Money Deposit may be forfeited
- a. If the Tenderer withdraws the Tender after Tender Opening during the Period of Tender Validity;
 - b. In the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
 - i. Sign the Agreement; or
 - ii. Furnish the required Performance Security.

9.0 Performance Security

- 9.1 Within 7 days of receipt of the Letter of Acceptance, the Successful Tenderer shall deliver to the Employer a Performance Security in any of the forms given below for an Amount equivalent to 5% of the Contract Price.
- Banker's Cheque / Demand Draft / Pay Order in favour of The Commissioner, BBMP, Bangalore payable at Bangalore or
 - Bank Guarantee in the Form given in Appendix F
 - Specified Small Saving Instruments pledged to The Commissioner, BBMP, Bangalore.
 - Fixed Deposit Receipts (FDR) subject to following condition:
 1. Maturity date of FDRS issued by the Bank should be beyond the expected date of finalisation of the tender.
 2. A control mechanism Should be adopted by the Tender Inviting Authority by keeping a register for entering the security maturity dates, amount and tender values: Status of tender etc to ensure that FDRs and other security instruments do not mature before expected date of finalisation.
- 9.2 If the Security Deposit is provided by the Successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized / Scheduled Bank.
- 9.3 The Security Deposit if furnished in Demand Draft can, if requested, be converted to Interest Bearing Securities at the Cost of the Contractor.
- 9.4 The Security Deposit will be discharged only after the Completion of defect liability Period.

IV. APPENDICES

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